

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

ALLSTATE INSURANCE COMPANY	}	
	}	
	}	
	}	
vs.	}	No.
	}	
UNITED STATES OF AMERICA (USPS)	}	

CIVIL ACTION – COMPLAINT

1. Plaintiff is a business organization licensed and authorized to conduct business in the State of Texas with a place of business located at P. O. Box 650271, Dallas, Texas 75265.

2. Defendant, United States of America, by and through the United States Postal Service, is located at P.O. Box 80471, St. Louis, Missouri 63180.

3. Plaintiff brings this instant action pursuant to 28 U.S.C. Section 2401(b) and 39 C.F.R. 912.9(a) as a result of Defendant's failure to response to Plaintiff's claim under the Federal Tort Claims Act.

4. Plaintiff issued a policy of motor vehicle insurance whereby Plaintiff agreed to insure the motor vehicle involved in this incident ("Insured Vehicle"), owned by Plaintiff's insured.

5. On or about May 12, 2018, the motor vehicle owned by Defendant and operated by Defendant's agent, servant, employee and/or workman did negligently, recklessly and/or carelessly collide with the Plaintiff Insured's vehicle at or near Bushkill Drive and Milman Road, Easton, Pennsylvania.

6. The negligence and/or carelessness of the Defendant by and through its agent, servant, workman and/or employee consisted of the following:

- a. Failing to have his motor vehicle under such control as the situation warranted;
- b. Operating his motor vehicle in complete disregard of the point and position of Plaintiff's vehicle;
- c. Failing to keep a proper lookout;
- d. Traveling too fast for conditions;
- e. Disregarding traffic control devices;
- f. Failing to abide by the Rules of the Road and the Motor Vehicle Code of Pennsylvania;
- g. Being otherwise negligent under the circumstances; and,
- h. Being negligent as a matter of law as may be relevant through discovery and/or at the time of trial.

7. As a direct and proximate result of Defendant's negligence, the Plaintiff Insured's vehicle sustained property damage and/or incurred rental charges in the total amount of \$7,815.76.

8. Pursuant to the insurance policy issued by Plaintiff and as a result of the aforesaid payment, Plaintiff became subrogated to the claim of its Insured against Defendant.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$7,815.76 plus interest and costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



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